

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc

Dipl.-Wi-Ing. Dr. Gereon Friederes

Name of Transferor

Name of Transferee

Name and Address where notices to transferee should be sent:

Morgan Stanley & Co. International plc  
25, Cabot Square,  
Canary Wharf,  
London E14 4QA

Court Claim # (if known): 58687

Amount of Claim as Filed with respect  
to ISIN XS0268043709 :  
US\$170,292.69

Amount of Claim as Filed with respect  
to ISIN XS0268043709 to be  
Transferred : US\$170,292.69 (or  
100.00% of the Amount of Claim as  
Filed

With a copy to:

Richards Kibbe & Orbe L.L.P.  
One World Financial Center  
New York, NY 10281-1003  
Fax: 212-530-1801  
Attn: Managing Clerk

Allowed Amount of Claim with respect  
to ISIN XS0268043709 :  
US\$170,292.69

Allowed Amount of Claim with respect  
to ISIN XS0268043709 to be  
Transferred : US\$170,292.69 (or  
100.00% of the Allowed Amount of  
Claim)

Date Claim Filed: 30 October 2009

Phone: + 44 207 677 7974

Phone:

E-mail: lndistressed@morganstanley.com

Last Four Digits of Acct. #:

Phone: + 212 530 1800

566570.1/9999-00999

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

**USD PAYMENT INSTRUCTIONS:**

TO: CHASE MANHATTAN NEW YORK, NY  
SWIFT: CHASUS33  
ACCOUNT NAME: MORGAN STANLEY & CO.  
INTERNATIONAL plc  
SWIFT: MSLNGB2X  
ACCOUNT NUMBER: 066617758  
REF: Fixed Income

**EUR PAYMENT INSTRUCTIONS:**

TO: CITIBANK N.A.  
SWIFT: CITIGB2L  
ACCOUNT NAME: MORGAN STANLEY & CO.  
INTERNATIONAL plc  
SWIFT: MSLNGB2X  
ACCOUNT NUMBER: 12221071  
IBAN: GB15CITI18500812221071  
REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

**MORGAN STANLEY & CO. INTERNATIONAL PLC**

By:  BRIAN CRIPPS  
Authorised Signatory  
Transferee/Transferee's Agent

Date: 31-8-2012

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DIPL.-WING. DR. GEREON FRIEDERES** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **MORGAN STANLEY & CO. INTERNATIONAL PLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable percentage / nominal amount** specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **58687** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 31 day of August 2012.

**SELLER**

DIPL.-WI-ING. DR. GEREON FRIEDERES

By:

Name:  
Title:

Porzellangasse 32  
Vienna A-1090  
Austria

**PURCHASER**

MORGAN STANLEY & CO. INTERNATIONAL  
PLC

By:

Name:  
Title:

BRIAN CRIPPS  
Authorised Signatory

25, Cabot Square  
Canary Wharf  
London E14 4QA  
E-mail: [indistressed@morganstanley.com](mailto:indistressed@morganstanley.com)

Schedule 1

Transferred Claims

Purchased Claim

100% = US\$170,292.69 of US\$170,292.69 (the claim amount with respect to ISIN XS0268043709 as set forth in the Proof of Claim).

100% = US\$170,292.69 of US\$170,292.69 (the allowed claim amount with respect to ISIN XS0268043709 as set forth in the Notice).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount & Accrued Interest	Coupon	Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0268043709	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	EUR 120,000.00	EUR Quantum Asia Currency Basket	5 December 2010

Schedule 1-1

698313v.1

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re  
LEHMAN BROTHERS HOLDINGS INC., *et al.*,  
Debtors. Chapter 11 Case No.  
08-13555 (JMP)  
(Jointly Administered)

LBHI LPSNTC 08-22-2011 (MERGE2,TXNUM2) 4000105256 BAR(23) MAIL ID \*\*\* 000051140053 \*\*\* \*\*\* BSTUSE: 646  
DIPL. WI-ING. DR. GEREON FRIEDERES  
PORZELLANGASSE 32  
VIENNA A-1090  
AUSTRIA

**THIS IS A NOTICE REGARDING YOUR CLAIM(S). YOU MUST READ IT  
AND TAKE ACTION IF YOU DISAGREE WITH THE PROPOSED ALLOWED CLAIM AMOUNT.**

**NOTICE OF PROPOSED ALLOWED CLAIM AMOUNT**

Creditor Name and Address:	Claim Number	Proposed Allowed Claim Amount
DIPL. WI-ING. DR. GEREON FRIEDERES PORZELLANGASSE 32 VIENNA A-1090 AUSTRIA	58687	\$170,292.69

PLEASE TAKE NOTICE that, on August 10, 2011, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered the *Order Approving the Procedures for Determining the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc.* [Docket No. 19120] (the “Order”) which provides for procedures for the determination of the allowed amount of the portion of the claim referenced above (the “Claim”) that is based on a structured security for purposes of voting and distributions under the debtors’ (the “Debtors”)<sup>1</sup> proposed chapter 11 plan (the “Plan”) in the above-referenced case.

Pursuant to the procedures approved in the Order, Lehman Brothers Holdings Inc. (“LBHI”) proposes that the allowed amount of the portion of the Claim that is based on a structured security shall be the amount set forth above under the heading “PROPOSED ALLOWED CLAIM AMOUNT.” The Debtors calculated the Proposed Allowed Claim Amount in accordance with the Structured Securities Valuation Methodologies, a copy of which is available for review on [www.lehman-docket.com](http://www.lehman-docket.com), and is also attached to the motion [Docket No. 18127] (the “Motion”) related to the Order. A detailed calculation of the Proposed Allowed Claim Amount in accordance with the Structured Securities Valuation Methodologies is included on Exhibit A annexed hereto. The Proposed Allowed Claim Amount does not have any affect on the portion of your claim that is not based on a structured security.

The Official Committee of Unsecured Creditors of LBHI and its affiliated debtors filed a statement relating to the Motion. The *Statement of Official Committee of Unsecured Creditors In Response to*

<sup>1</sup> A list of the Debtors, along with the last four digits of each Debtor’s federal tax identification number, is available on the Debtors’ website at <http://www.lehman-docket.com>.

*Debtors' Amended Motion Pursuant to Sections 105(a) and 502(b) of the Bankruptcy Code and Bankruptcy Rule 9019 for Approval of Procedures For Determining the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc, [Docket No. 19042] is available at [www.lehman-docket.com](http://www.lehman-docket.com) on the "Case Information" page.*

If you do NOT dispute or disagree with the Proposed Allowed Claim Amount for your Claim, then you do NOT need to file a written response and your claim will be allowed in such amount for the purposes of voting and distributions under the Plan.

**If you DO dispute or disagree with the Proposed Allowed Claim Amount for your Claim, then you MUST deliver a written response (a "Response") so that such Response is actually received no later than 4:00 p.m. October 25, 2011 (the "Response Deadline") by (i) Lehman Brothers Holdings Inc., 1271 Avenue of the Americas, New York, NY 10020 (Attn: Holly Clack and Tina Pederson), (ii) Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Alfredo R. Perez, Esq. and Mark Bernstein, Esq.) and (iii) Milbank, Tweed, Hadley and McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Evan R. Fleck, Esq. and Matthew Brod, Esq.).**

Your Response, if any, must contain at a minimum the following: (i) the name of the claimant; (ii) the claim number that is the subject of the Response; (iii) a concise statement setting forth the grounds for such Response; (iv) the address(es) to which LBHI must return any reply to your Response, if different from that presented in the proof of claim; and (v) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

**IF YOU DO NOT DELIVER A RESPONSE BY THE RESPONSE DEADLINE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE PORTION OF YOUR CLAIM BASED ON A STRUCTURED SECURITY BEING ALLOWED FOR PURPOSES OF VOTING AND DISTRIBUTIONS UNDER THE PLAN IN THE PROPOSED ALLOWED CLAIM AMOUNT. THE MOTION DOES NOT HAVE ANY AFFECT ON THE PORTION OF YOUR CLAIM THAT IS NOT BASED ON A STRUCTURED SECURITY.**

**IF YOU SUBMIT A RESPONSE AND THE DEBTORS AND YOU ARE UNABLE TO RESOLVE ANY DISPUTES REGARDING THE PROPOSED ALLOWED CLAIM AMOUNT, THE MOTION WILL BE DEEMED AN OBJECTION TO YOUR CLAIM. THE DEBTORS MAY SEEK TO HAVE SUCH OBJECTION TO YOUR CLAIM RESOLVED EITHER BY THE COURT OR THROUGH THE COURT-APPROVED MEDIATION PROCEDURES.**

CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED: August 24, 2011  
New York, New York

Exhibit A

Claim # 58687  
DIPL. WI-ING. DR. GEREON FRIEDERES

Calculation of Proposed Allowed Claim Amount

A	B	C	D	E	F	G
Structured Security, by ISIN	Blocking Number	Maximum Allowable Amount <sup>2</sup>	Percentage of Notional Amount for which Blocking Numbers were Issued by Clearing Agencies	Aggregate Amount Distributable to Claims Based on Relevant ISIN (Equals the Product of C x D with slight differences due to rounding)	Claimant's Percentage of Notional Amount for Which Blocking Numbers were Issued by Clearing Agencies	<b>PROPOSED ALLOWED CLAIM AMOUNT</b> (Equals the Product of E x F with slight differences due to rounding)
XS0268043709	CA45729	\$67,863,057.09	95.0754%	\$64,521,063.00	0.2639%	\$170,292.69
<b>Aggregate Proposed Allowed Claim Amount:</b>						\$170,292.69
<b>Claim Amount, as filed (portion based on Structured Security only):</b>						\$0.00

<sup>2</sup> Calculated in accordance with the Structured Securities Valuation Methodologies.

LEHMAN BROTHERS HOLDINGS INC., *et. al.*  
C/O EPIQ BANKRUPTCY SOLUTIONS, LLC  
PO BOX 4199  
PORTLAND, OR 97208-4199

DEBTOR: LEHMAN BROTHERS HOLDINGS INC.



780100365649

000 0003166 00000000 001 002 01562 INS: 0 0  
DIPL. WI-ING. DR. GEREON FRIEDERES  
PORZELLANGASSE 32  
VIENNA A-1090  
AUSTRIA

AGGREGATION NUMBER: W0014684  
CHECK NUMBER: 0002567  
CHECK AMOUNT: \$6,146.25  
CHECK DATE: APRIL 17, 2012

You are receiving the enclosed distribution related to the allowed claim(s) set forth on the attached schedule in connection with the jointly administered Chapter 11 bankruptcy cases of Lehman Brothers Holdings Inc. and its affiliated debtors (collectively, the "Debtors").

The disbursement(s) set forth on the attached schedule are made in accordance with the relevant terms of the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors as confirmed by the Bankruptcy Court on December 6, 2011. The Plan Administrator reserves the right to recover any portion of a distribution that was made in error. If you have any questions, please contact Epiq Bankruptcy Solutions, LLC at 866-879-0688 (non-US: +1 503-597-7691).

K0671 v0.11 04.09.2012

EPIQ BANKRUPTCY SOLUTIONS, LLC AS DISBURSEMENT AGENT FOR  
LEHMAN BROTHERS HOLDINGS INC.  
PO BOX 4199  
PORTLAND, OR 97208-4199

Citizens Bank, N.A.

29-1310  
0213

CHECK NUMBER

DATE

0002567

04/17/2012

For Deposit Only

AMOUNT

PAY EXACTLY \*\*\*\*\* Six Thousand One Hundred Forty Six DOLLARS and 25 CENTS

\$6,146.25

PAY TO THE ORDER OF:

DIPL. WI-ING. DR. GEREON FRIEDERES  
PORZELLANGASSE 32  
VIENNA A-1090  
AUSTRIA

**SAMPLE - VOID**

PAYEE: DPL, WI-ING, DR. GEREON FRIEDERES  
DEBTOR: LEHMAN BROTHERS HOLDINGS INC.

AGGREGATION NUMBER: W0014684

CHECK NUMBER: 0002567

Claim/ Schedule No.	ISIN/CUSIP (if applicable)	Blocking No.	Claim Class per Plan	Allowed Amount	Payout Percentage	Disbursement Amount*
58687.00	XS0268043709	CA45729	05 SENIOR THIRD-PARTY GUARANTEE	\$170,292.69	0.03609229	\$6,146.25
Aggregated total:				\$170,292.69		\$6,146.25

The Plan Administrator reserves the right to recover any portion of a distribution that was made in error.

\* Disbursement Amount calculated by multiplying Allowed Amount times Payout Percentage, rounded down to the nearest penny.



United States Bankruptcy Court/Southern District of New York  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000058687



THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Dipl.-Wi-Ing. Dr. Gereon Friederes  
Porzellangasse 32  
A-1090 Vienna  
Austria

See attached Addendum to Proof of Claim for additional names and addresses for notice  
Telephone number: +43(0)1369 46 26-14 Email Address: g.friederes@marketmind.at

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ Unliquidated – see attached Addendum of Claim (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached Addendum to Proof of Claim (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

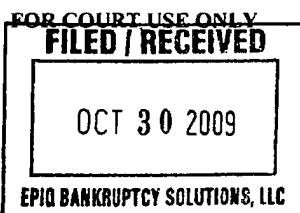
See attached Addendum to Proof of Claim (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions

Date.  
October \_\_\_\_,  
2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any.

*VINCENT ROLDAN*  
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150- 5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ADDENDUM TO PROOF OF CLAIM**

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the “Debtor”), Case No. 08-13555 (JMP), by Dipl.-Wi-Ing. Dr. Gereon Friederes (“Claimant”).

Claimant’s address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Attention: William M. Goldman, Esq.  
Vincent Roldan, Esq.

DLA Piper Weiss-Tessbach  
Schottenring 14  
A-1010 Vienna/Austria  
Attention: Thomas Ruhm, Esq.  
Christian Temmel, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the “Bar Date Order”). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

ISIN	Blocking Reference #	Depository participant account #
XS0268043709	CA45729	Clearstream acct. no. 67.160

**Reservation of Rights**

No judgment has been entered on any portion of the proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant’s rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific

assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

H  
A  
N  
D  
  
D  
E  
L  
I  
V  
E  
R  
Y

*Ron Seaberry*

RECEIVED BY:

*10/3/09*

DATE

*114pm*

TIME